

## TERMS AND CONDITIONS

### 1. Conditions:

1.1 Any aesthetic/clinical treatments or purchases made by you from The Chilgrove Clinic shall be deemed as conclusive proof of your acceptance of these terms and conditions ("the Conditions") which shall apply to such order or purchase and without any alteration except with The Chilgrove Clinic's written consent.

1.2 In the Conditions the following words and expressions shall have the following meanings:

1.2.1 "The Chilgrove Clinic" is the provider of said aesthetic/clinical treatments undertaken at the following site: The Chilgrove Clinic, Chilgrove Business Centre, Chilgrove PO18 9HU "The Company" is The Chilgrove Clinic Ltd.

1.2.2 "You" and/or "your" means you the customer/and or any person who orders, buys or agrees to buy any products/treatments from The Chilgrove Clinic.

1.2.3 "Products" and "Treatments/Procedures" means any goods or services supplied by The Chilgrove Clinic to you.

1.3 All treatments/procedures carried out at the above named site by qualified practitioners of The Company, and will not be carried out without the completion of a medical history form signed and dated by you. Failure to complete the medical history form in full, or omission of information/medical conditions which may adversely affect clinical outcomes/results, will result in an immediate termination of this agreement pending further medical or legal advice.

1.4 Consent; in addition, you the client will be asked to sign a consent form, agreeing to the treatment/s as offered and explained by The Company to you. The consent form serves as a contract made between you the client and The Company, and your agreement to the Terms and Conditions in this document.

### 2. Delivery Of Services/Treatments

2.1 All practitioners appointed by The Company will take care to assess your medical, physical and psychological suitability for treatments/procedures prior to delivery of said treatments. The Company requires a signed consent form for the said treatments/procedures from you before agreeing to provide any services, treatments or procedures.

2.2 A full explanation of the treatments/procedures you have consented to will be given in both verbal and leaflet or printed form, along with aftercare instructions and products, if applicable. The Company cannot accept any liability for adverse reactions caused as a result of failure to follow said instructions in the correct manner.

2.3 All courses must be completed within the recommended time frame for your particular treatments/procedures. Non-attendance as advised may result in a failure of said treatments/procedures to produce the anticipated results. The Company cannot accept liability for any failure of treatments/procedures as a result of non-attendance at the appointed times and dates.

### 3. Payment Policy

3.1 All treatments/procedures that require you to undertake a course or number of treatments must be agreed to and paid for prior to commencement of any treatments/procedures. Accepted forms of payment are by Credit/Debit card, bank transfer or by cash. The Company does not accept cheques.

3.2 The Company's usual terms of trading are that treatments are paid for in advance. The Company may, at its discretion, allow individual payments for treatments in the following circumstances: Extra treatments being undertaken following the completion of a pre-paid course of treatments/procedures; or,

3.3 The Company may, at the discretion of the practitioner, allow treatments to be paid on a per-treatment basis. If this arrangement is agreed to by The Company, the following terms will apply:

3.4 The Company will ask you the client to pay for the first 2 treatments of your chosen course in advance. The Company will then allow per-treatment payments to be continued for the remainder of your chosen treatment course/procedures, commencing with a payment being due and payable on attending your second treatment, and then on each subsequent visit, until your course has been completed.

3.5 Per-treatment payments will not attract the discounts offered and published in any advertising, literature, printed or on-line, for pre-paid courses.

### 4. Cancellation Policy

4.1 Cancellations of appointments are required 24 hours prior to your appointment time. Failure to give 24 hours' notice will result in a 50% cancellation fee or forfeiture of that treatment, if pre-paid, unless a medical emergency has prevented you from attending for your treatment. The Company will credit your missed treatment due to a medical emergency upon receipt of a letter or other acceptable documentation from your GP or healthcare provider, or otherwise at its discretion.

4.2 Cancellations of pre-paid courses of treatments/procedures; in the case of illness/pregnancy/medical treatments that require suspension of treatments/procedures:

The Company will hold in abeyance all outstanding treatments/procedures due to you until such time as you are able to re-commence your course of treatments/procedures.

4.3 Cancellations of courses and refunds in full will only be considered in the case of serious medical conditions which would put you at risk of continuing with said course of treatments/procedures.

4.4 The Company will require written medical evidence/reports from your healthcare professional or GP before full cancellations of courses can be considered.

4.5 The Company recommends that you undertake any courses of treatments/procedures only if you are confident that you will be able to attend for the whole recommended course without interruption.

4.6 Cancellation of pre-paid courses for reasons other than medical will have a 50% cancellation fee applied to remaining treatments.

4.7 Cancellation of pre-paid courses will be accepted by The Company in writing, and will require a 30 day notice period.

4.8 Cancelled treatment courses are not transferable between clients

### 5. Refund Policy

5.1 If a refund has been agreed by The Company this will be at 50% of the value of the remaining treatments of your course (see clause 4.6 Cancellations) unless for medical reasons (see clause 4.3 Cancellations) excluding any additional free treatments applied to your course as an incentive or discount.

5.2 Refunds on outstanding pre-paid treatments will be applied to either the Debit/Credit card originally used to purchase your course, or to a nominated bank account in the case of cash payments.

5.3 Refunds payable by The Company will be applied within 30 days following written notice.

5.4 Refunds will not be applied to remaining treatments that have been allowed to lapse for 90 days or longer

### 6. Complaints Policy

6.1 All complaints or issues arising from treatments/procedures or products supplied by The Company should be raised in the first instance in person with Karen Johnson, principal practitioner of The Company.

6.2 The Company will work with you to resolve any concerns or complaints that you raise concerning your treatments/procedures or products in a timely, courteous and fair manner.

6.3 In the case of adverse reactions, The Company will make a full report, and submit it to the applicable professional bodies, suppliers or medical advisers overseeing such incidences. The Company may request your full co-operation in reporting and resolving such matters, including the submission of photographs and written evidence if called for.

6.4 The Company carries professional products and treatments Liability Insurance, including legal, clinical and medical advisors, and will call on one or all of these, should the situation demand it, in order to bring the complaint to a satisfactory conclusion.

### 7. Liability

The Company cannot accept liability for the following:

7.1 Failure to provide treatments/procedures on the appointed dates/times due to circumstances beyond its control including but not limited to: fire, flood, subsidence or any other incidences preventing The Company's practitioners/representatives from gaining normal access to The Chilgrove Business Centre premises.

7.2 The Company will, in the case of illness, accident or other unavoidable circumstances that may prevent its practitioners/representatives from providing treatments/procedures on the appointed dates and times, give prior notice of cancellation/delay where reasonably possible.

7.3 In the rare event of equipment failure, breakdown or technical malfunctions causing non-attendance by The Company's practitioners/representatives without prior notice, you will be credited with additional complimentary treatment/s commensurate with the delay or deferred treatment time.

7.4 The Company cannot accept liability for personal effects brought to or left on the premises of The Chilgrove Business Centre.

7.5 The Company cannot accept liability for infants or young children who may be brought into the premises. Due to the nature of treatments/procedures carried out at the premises, it is advisable to make alternative arrangements for child care whilst undergoing your treatments/procedures.

7.6 Children will not be allowed into the treatment room with you.

7.7 Children must not be left unattended at any time, as The Company does not carry Public Liability for unattended or unsupervised children. They cannot be left in the care of reception or other staff on the premises.

### 8. Treatments Policy

The Company reserves the right to refuse treatment under the following circumstances:

8.1 Signs of contagious illnesses/diseases, particularly of the skin/eyes/mouth

8.2 Those appearing to be, or who are, under the influence of alcohol or drugs

8.3 Those unable to make informed decisions about treatments/procedures

8.4 Abusive or threatening language or behaviour

THE CHILGROVE CLINIC

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